

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 FAX 968-5472

PURCHASE ORDER
No. 180129

Page 1 of 1

VENDOR: ATTN CONTRACT REPRESENTATIVE
PREDPOL INC
PO BOX 2870
SANTA CRUZ, CA 95063-2870

SHIP TO: CITY WAREHOUSE
231 NORTH WHISMAN ROAD BLDG D
MOUNTAIN VIEW, CA 94043

SEND INVOICE TO: CITY OF MOUNTAIN VIEW
Attn Accounts Payable
PO Box 7355
Mountain View CA 94039-7355

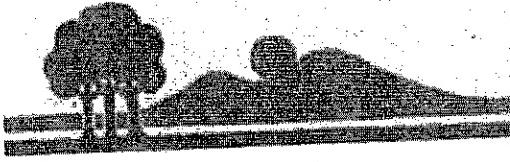
Order Date	Terms	FOB Point	Deliver By	Requisition #	Buyer
07/01/2017	NET 30	DESTINATION	06/30/2018	R180313	<u>ELLEN BOYD</u>

Item	Qty	Unit	Description	Unit Price	Amount
***** SERVICE/MAINTENANCE AGREEMENT *****					
001	1.00	LOT	Predictive policing software subscription 7/1/17-6/30/18.	14,000	14,000.00

email:
kaitlyn@predpol.com

Ann Mehta
Authorized Purchasing Agent

SALES TAX: 0.00
GRAND TOTAL: 14,000.00



CITY OF MOUNTAIN VIEW

Please contact the City if you have questions regarding whether insurance requirements apply by calling 650- 903-6324.

For all requested contract renewals, by signing below, the signer declares under penalty of perjury that he/she is authorized to sign this document and bind the company or organization to the City of Mountain View Terms and Conditions of the contract being renewed unless a written modification of terms has been approved by the City. Signer also acknowledges compliance if required throughout the contract term with applicable State of California prevailing wage requirements.

Company: PrepPol, Inc.
Street Address: P.O. Box 2870
City: Santa Cruz
State: CA Zip Code: 95063
Tel. No.: 831.331.4550
Fax No.: 831.331.4551
E-Mail: Kaitlyn.Garnett@preppol.com

Name: Kaitlyn Garnett
PRINT OR TYPE
Signature: Kaitlyn Garnett
Title: Customer Success Manager
Date: 4/12/17

Please email this completed form to: purchasing@mountainview.gov or submit via facsimile at 650-968-5472



CITY OF MOUNTAIN VIEW

CONTRACT RENEWAL REQUEST FORM

CHECK AS MANY OF THE APPLICABLE BOXES BELOW

The undersigned accepts renewal of the existing blanket purchase order under the following conditions. All other existing contract terms and conditions remain unchanged.

- % price reduction from current pricing. If percentage is not available, please attach price list or revised current blanket order pricing for all proposed items.
- % additional price discounts. Provide detail or supporting documentation with your response.
- % discount applied to payment of invoices within Net 20. The City's standard is N30. The City will consider earlier payments if payment discounts are available.
- Rebate of \$ _____ to City for contract renewal

- Service labor rate reduction as follows:
\$ _____ per hour proposed discounted hourly rate from current labor rate of
\$ _____ per hour.
- Service labor rate increase as follows:
\$ _____ per hour proposed increase hourly rate from current labor rate of
\$ _____ per hour.

The purchase order is proposed to be renewed with the same pricing structure, specifications, terms and conditions as the previous order. I understand the City may initiate a rebid if the existing budget cannot accommodate the proposed pricing.

- I do not wish to renew the purchase order

CITY TERMS AND CONDITIONS

- I have provided signed terms and conditions as attached.

BUSINESS LICENSE - Not required, no services provided within city of Mountain View

- I have a Mountain View Business License, No _____
- I have applied for a Mountain View Business License and will mail it separately within 15 business days.

INSURANCE - If applicable, to contract requirements

- I have provided updated insurance certificates as attached.
- I will mail updated insurance certificates separately to the City within 5 business days

SECTION II: TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**

Required Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar days' delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of sixty (60) days after the bid due date listed above to allow adequate time for the City to consider each bid

and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

After award, pricing shall be held firm through the duration of the agreement.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Registration with California Department of Industrial Relations (DIR)**

- A. This project is subject to compliance and monitoring by the State of California Department of Industrial Relations (DIR) under the public contracting registration and reporting requirement specified in SB 854. As of July 1, 2014, the DIR established an online registration system which allows contractors and subcontractors to register. The registration form is located on the DIR's website: <http://www.dir.ca.gov/DLSE/dlseppublicworks.html>
- B. **Prevailing Wages:** Notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the DIR, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the DIR on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

- C. For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.
 - D. Certified Payroll Records: Certified Payroll Records must be submitted to the City of Mountain View with corresponding invoices. Certified Payroll Records submitted to the DIR shall also be sent to lcp@mountainview.gov.
 - E. Apprentices: Attention is directed to Sections 1776, 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Sections. 200 *et seq.* RESPONSIBILITY FOR COMPLIANCE WITH THIS SUBSECTION LIES WITH THE CONTRACTOR. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor, especially if a question exists, contact the State of California Department of Transportation Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work.
8. **Material Safety Data Sheets:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license.
- Contractor's License No.: _____
Date of Expiration: _____
Type of License: _____
Description of License: _____
10. **Ownership and Collusion - Financial Interest by City Employees:** The Vendor certifies, by signing this bld, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested,

either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.

11. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice to Vendor. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided. In no event shall said fees exceed the maximum compensation established in the Agreement.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
17. **Insurance:**
 - a. **Commercial General Liability Insurance:** Vendor shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two

Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. Vendor's insurance coverage shall be written on an occurrence basis.

b. Automobile Liability Insurance. Vendor shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

c. Workers' Compensation Insurance.

Required Not Required

If required, Vendor shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per accident.

Or

Required Not Required

If Vendor is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services,

Vendor is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and Vendor maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said Agreement: (1) Vendor will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should Vendor become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, Vendor shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

d. Professional Liability Insurance.

Required Not Required

If required, Vendor shall obtain and maintain Professional Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim. Professional

Liability insurance must be maintained and evidence of insurance shall be provided to CITY for at least three (3) years after completion of work under this Agreement.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's Rating of A:VII unless otherwise acceptable to CITY.

f. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

g. Other Insurance Provisions:

(1) If Vendor maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

(2) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 2026, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(3) For any claims related to Vendor's services pursuant to this Agreement, Vendor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(4) Vendor grants CITY a waiver of any rights to subrogation which any insurer of Vendor may acquire against CITY by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(5) Vendor shall provide thirty (30) days' notice to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(6) In the event Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of Vendor to ensure that all subcontractors comply with the same insurance requirements as stated in this Agreement.

(7) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operations pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(8) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to Vendor, CITY may deduct from sums due to Vendor any premium costs advanced by CITY for such insurance.

18. **Hold Harmless:** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold City, its officers, employees, agents and volunteers, harmless from any liability for damage or claims of same, including but not limited to, personal injury, property damage, and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.
19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that City is relying upon the professional skill of Vendor, and Vendor represents to City that its work shall conform to generally recognized professional standards in the industry. Acceptance of Vendor's work by City does not operate as a release of Vendor's said representation.
20. **Independent Contractor.** It is agreed that Vendor is an independent contractor and all persons working for or under the direction of Vendor are Vendor's agents and employees, and said persons shall not be deemed agents or employees of CITY.

21. **Business License.** For any work done within the City of Mountain View, Vendor shall obtain, prior to beginning work, and maintain a valid business license from City. Business license applications are available online at <http://mountainview.gov/depts/fasd/forms.asp> or at City Hall, 500 Castro Street, Second Floor, Finance Lobby.
22. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
23. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
24. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.
25. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.
26. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.
27. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
28. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

29. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Redpol Inc

Company Name

Christine Bottomley

Signature of Officer

CHRISTINE BOTTOMLEY

Printed Name of Officer

CFO

Title of Officer

N/A

DIR Registration Number

PO Box 2870, SAI

Street Address of Company

Santa Cruz, CA 95063

City, State, Zip

831.331.4550

Telephone No./Fax No.

Kathryn@redpol.com

Email Address

45-4205598

Federal I.D. Tax Number

Revised 7/18/15

SECTION III: BIDDER'S REFERENCES AND SUBCONTRACTORS

The Bidder is required to provide a minimum of 4 references where work of a similar size and nature was performed within the 5 years. This will enable the City of Mountain View to judge the responsibility, experience, skill, and business standing of the Bidder.

N/A

REFERENCES

Client Name: _____	Contact Name: _____
Address: _____	Phone Number: _____
Date of Project (when was work performed) _____	Fax Number: _____
Describe what product or service was provided: _____ _____	Email address: _____

Client Name: _____	Contact Name: _____
Address: _____	Phone Number: _____
Date of Project (when was work performed) _____	Fax Number: _____
Describe what product or service was provided: _____ _____	Email address: _____

Client Name: _____	Contact Name: _____
Address: _____	Phone Number: _____
Date of Project (when was work performed) _____	Fax Number: _____
Describe what product or service was provided: _____ _____	Email address: _____

Client Name: _____	Contact Name: _____
Address: _____	Phone Number: _____
Date of Project (when was work performed) _____	Fax Number: _____
Describe what product or service was provided: _____ _____	Email address: _____

LIST OF SUBCONTRACTORS
(Section 4104 of the Public Contract Code)

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half (1/2) of one percent (1%) of the total amount of this bid, or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (1/2) of one percent (1%) of the undersigned's total bid or Ten Thousand Dollars (\$10,000), whichever is greater. The undersigned agrees that any portions of the work in excess of one-half (1/2) of one percent (1%) of the total amount of this bid; or Ten Thousand Dollars (\$10,000), if applicable; and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Work to be Performed</u>	<u>Subcontractor's Name and Address</u>	<u>DIR No. License No.</u>
1. <u>None</u>	_____	_____
	_____	_____
2. _____	_____	_____
	_____	_____
3. _____	_____	_____
	_____	_____
4. _____	_____	_____
	_____	_____
5. _____	_____	_____
	_____	_____
6. _____	_____	_____
	_____	_____